

RELEASE OF ALL CLAIMS

I, **WARREN DURHAM, JR.** in consideration of the payment of the sum of **TWO THOUSAND DOLLARS AND 00/100 CENTS (\$2,000.00)** by **THE CITY OF ERIE and WEST END AUTO BODY** receipt of which is hereby acknowledged, do hereby for myself and my heirs, executors, administrators, personal representatives and assigns, remise, release and forever discharge **THE CITY OF ERIE and WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie,** its administrators, successors, insurers, employees, agents contractors, representatives and assigns, and any and all other persons, firms, corporations, associations, both known and unknown, whether herein named or referred to or not, of and from all, and all manner of, actions causes of action, suits, debts, accounts bonds, covenants, contracts, agreements, judgments, claims and demands of whatsoever kind, in law or in equity, known and unknown, foreseen and unforeseen, which I now or may hereafter have arising out of the action as filed in the **United States District Court for the Western District of Pennsylvania, C.A. No. 02-82 Erie,** and any and all actions related thereto.

I agree that the consideration set forth herein is specifically applicable and paid to me with respect to any and all damage to my property, either real or personal, and with respect to any and all personal or bodily injury suffered by me, whether presently known or unknown, anticipated or unanticipated, or which may subsequently develop as a result of the damage, aforesaid, and with respect to any right of contribution, indemnity or subrogation, that I may have against **THE CITY OF ERIE and/or WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually, and in their respective capacity as a police officer for the City of Erie,** relative to other claims that may be brought against me by reason of said accident or event.

I further agree that the consideration set forth herein is specifically applicable to my agreement that I will not join or attempt to join **THE CITY OF ERIE and/or WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie,** relative to claims of others that may be brought against me by reason of said accident or event.

I hereby warrant for myself and for my heirs, representatives, executors, administrators, successors and assigns, that I have received no money or other valuable consideration from any person or entity for the injuries or damages sustained by me and for which this release is given, for or in respect of which such person or entity has asserted or claimed, or may in the future assert or claim any right or alleged right of subrogation, indemnity, reimbursement or restitution, and I agree to indemnify and hold harmless **THE CITY OF ERIE and WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie,** against any and all claims or demands, however and whenever made, presented or pursued, by any person or entity seeking subrogation, indemnity, reimbursement or restitution in respect of any such payments made or allegedly made by them.

I understand and agree that this settlement is the compromise of a doubtful and disputed claim, and the payment made is not to be construed as an admission of liability on the part of the **CITY OF ERIE and/or WEST END AUTO BODY, INC., and/or James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie, and that THE CITY OF ERIE and WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie, deny any liability therefore and intends merely to avoid litigation.**

I further agree to pay all fees and costs to discontinue of record with prejudice all actions commenced by me against **THE CITY OF ERIE, WEST END AUTO BODY, INC., and James D. Washburn and Dominic DiLullo, both, individually and in their respective capacity as a police officer for the City of Erie, or against any other parties which relate in any way to the damages or injuries covered by this Release.**

I further declare and represent that no promise, representation or inducement not herein expressed has been made to me, and that this Release contains the entire agreement between the parties hereto. I agree that this Release and all the promises contained herein shall be legally binding upon me, my heirs, executors, administrators, successors or assigns. All disputes pertaining to the interpretation or effect of this Release shall be governed by the law of the Commonwealth of Pennsylvania.

THE UNDERSIGNED WARRANTS AND REPRESENTS THAT HE/SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER, THAT HE/SHE HAS READ THIS RELEASE IN ITS ENTIRETY, THAT HE/SHE HAS FULLY DISCUSSED THE TERMS OF THIS RELEASE WITH LEGAL COUNSEL OF HIS/HER CHOICE, AND THAT THE TERMS OF THIS RELEASE ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS AS SET FORTH IN THIS RELEASE, AND FOR THE EXPRESS PURPOSE OF PRECLUDING FOREVER ANY FURTHER OR ADDITIONAL SUITS ARISING OUT OF THE AFORESAID CLAIMS.

Intending to be legally bound hereby, I hereby execute this Release under seal this 20th day of February, 2007.


WARREN DURHAM, JR.

Social Security No. _____

STATE OF OHIO

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COUNTY OF Cuyahoga

On this 20th day of February, 2007, before me, a Notary Public, personally appeared **WARREN DURHAM, JR.**, known to me (or satisfactorily proven) to be the person named herein, who executed the foregoing Release and acknowledged to me that he has read the same and understands the contents thereof and that he voluntarily executed the same.

In witness whereof, I have hereunto set my hand and official seal.



Notary Public

NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires 11/15/2008